

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

CHRISTOPHER PHILLIPS,
Plaintiff,
vs.
ARCHSTONE SIMI VALLEY
LLC,
AVALONBAY COMMUNITIES.
INC.,
KIMBALL, TIREY & ST. JOHN
LLP,
CHRIS EVANS,
ASHLEY ROSSETTO,
FAIR COLLECTIONS &
OUTSOURCING OF NEW
ENGLAND, INC.,
EQUIFAX INFORMATION
SERVICES LLC,
TRANS UNION LLC,
and DOES 1 to 10, inclusive,
Defendants.

Case No.: 2:15-cv-05559-DMG-PLA

STIPULATED PROTECTIVE ORDER

1 **1. A. PURPOSES AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation
5 may be warranted. Accordingly, the parties hereby stipulate to and petition the
6 Court to enter the following Stipulated Protective Order. The parties
7 acknowledge that this Order does not confer blanket protections on all
8 disclosures or responses to discovery and that the protection it affords from
9 public disclosure and use extends only to the limited information or items that
10 are entitled to confidential treatment under the applicable legal principles. In
11 addition, the parties acknowledge that this Order does not apply to documents
12 previously produced in disclosures or responses to discovery, but as to those
13 documents, the procedures set forth in applicable law continue to apply,
14 including without limitation the laws and procedures set forth under the *Federal*
15 *Rule of Civil Procedure*, *Federal Rule of Evidence* 502, and applicable ethical
16 rules. The parties further acknowledge, as set forth in Section 12.3, below, that
17 this Stipulated Protective Order does not entitle them to file confidential
18 information under seal; Civil Local Rule 79-5 sets forth the procedures that must
19 be followed and the standards that will be applied when a party seeks permission
20 from the court to file material under seal.

21 / / /
22
23
24
25
26
27
28

1 **B. GOOD CAUSE STATEMENT**

2 This action is likely to involve trade secrets, customer and pricing lists and
3 other valuable research, development, commercial, financial, technical and/or
4 proprietary information for which special protection from public disclosure and
5 from use for any purpose other than prosecution of this action is warranted. For
6 instance, Plaintiff's written discovery requested documents reflecting the
7 Defendants' net worth and income, the collection account involving Plaintiff, and
8 documents reflecting Defendants' proprietary procedures and business practices.
9 Such confidential and proprietary materials and information consist of, among
10 other things, confidential business or financial information, information
11 regarding confidential business practices, or other confidential research,
12 development, or commercial information (including information implicating
13 privacy rights of third parties), information otherwise generally unavailable to
14 the public, or which may be privileged or otherwise protected from disclosure
15 under state or federal statutes, court rules, case decisions, or common law.
16 Accordingly, to expedite the flow of information, to facilitate the prompt
17 resolution of disputes over confidentiality of discovery materials, to adequately
18 protect information the parties are entitled to keep confidential, to ensure that the
19 parties are permitted reasonable necessary uses of such material in preparation
20 for and in the conduct of trial, to address their handling at the end of the
21 litigation, and serve the ends of justice, a protective order for such information is
22
23
24
25
26
27
28

1 justified in this matter. It is the intent of the parties that information will not be
2 designated as confidential for tactical reasons and that nothing be so designated
3 without a good faith belief that it has been maintained in a confidential, non-
4 public manner, and there is good cause why it should not be part of the public
5 record of this case.

7 Here, Defendant FAIR COLLECTIONS & OUTSOURCING OF NEW
8 ENGLAND, INC. (“FCO”) is a debt collection agency and its collection policies
9 and procedures help FCO compete in the collection industry. Plaintiff is seeking
10 disclosure of those confidential policies and procedures in this lawsuit. FCO
11 seeks to maintain their confidentiality given their obvious relationship to FCO’s
12 ability to generate revenue. FCO has taken significant steps to protect its
13 confidential and sensitive business information. Public disclosure of those
14 policies and procedures would enable FCO’s competitors to employ FCO’s
15 collection tactics and possibly eliminate any practical competitive advantage.
16 Thus, there is good cause to limit the disclosure and accessibility to such
17 documents.

22 **2. DEFINITIONS**

23 2.1 Action: *Christopher Phillips v. Archstone Simi Valley, LLC, et al.*, Case
24 No. 2:15-cv-05559-DMG-PLA, filed in the United States District Court, Central
25 District of California.

1 2.2 Challenging Party: a Party or Non-Party that challenges the designation
2 of information or items under this Order.

3 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
4 how it is generated, stored or maintained) or tangible things that qualify for
5 protection *under Federal Rule of Civil Procedure 26(c)*, and as specified above
6 in the Good Cause Statement.

7 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
8 their support staff).

9 2.5 Designating Party: a Party or Non-Party that designates information or
10 items that it produces in disclosures or in responses to discovery as
11 “CONFIDENTIAL.”

12 2.6 Disclosure or Discovery Material: all items or information, regardless
13 of the medium or manner in which it is generated, stored, or maintained
14 (including, among other things, testimony, transcripts, and tangible things), that
15 are produced or generated in disclosures or responses to discovery in this matter.

16 2.7 Expert: a person with specialized knowledge or experience in a matter
17 pertinent to the litigation who has been retained by a Party or its counsel to serve
18 as an expert witness or as a consultant in this Action.

19 2.8 House Counsel: attorneys who are employees of a party to this Action.
20 House Counsel does not include Outside Counsel of Record or any other outside
21 counsel.

1 2.9 Non-Party: any natural person, partnership, corporation, association, or
2 other legal entity not named as a Party to this Action.

3 2.10 Outside Counsel of Record: attorneys who are not employees of a
4 party to this Action but are retained to represent or advise a party to this Action
5 and have appeared in this Action on behalf of that party or are affiliated with a
6 law firm that has appeared on behalf of that party, including support staff.

7 2.11 Party: any party to this Action, including all of its officers, directors,
8 employees, consultants, retained experts, and Outside Counsel of Record (and
9 their support staffs).

10 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
11 Discovery Material in this Action.

12 2.13 Professional Vendors: persons or entities that provide litigation
13 support services (e.g., photocopying, videotaping, translating, preparing exhibits
14 or demonstrations, and organizing, storing, or retrieving data in any form or
15 medium) and their employees and subcontractors.

16 2.14 Protected Material: any Disclosure or Discovery Material that is
17 designated as “CONFIDENTIAL.”

18 2.15 Receiving Party: a Party that receives Disclosure or Discovery
19 Material from a Producing Party.

20 ///

21 ///

1 **3. SCOPE**

2 The protections conferred by this Stipulation and Order cover not only
3 Protected Material (as defined above), but also (1) any information copied or
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or
5 compilations of Protected Material; and (3) any testimony, conversations, or
6 presentations by Parties or their Counsel that might reveal Protected Material.
7

8 Any use of Protected Material at trial shall be governed by the orders of the
9 trial judge. This Order does not govern the use of Protected Material at trial.

10 **4. DURATION**

11 Once a case proceeds to trial, all of the court-filed information to be
12 introduced that was previously designated as confidential or maintained pursuant
13 to this protective order becomes public and will be presumptively available to all
14 members of the public, including the press, unless compelling reasons supported
15 by specific factual findings to proceed otherwise are made to the trial judge in
16 advance of the trial. *See Kamakana v. City and County of Honolulu*, 447 F.3d
17 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing
18 documents produced in discovery from “compelling reasons” standard when
19 merits-related documents are part of court record). Accordingly, the terms of this
20 protective order do not extend beyond the commencement of the trial.

21 //
22 //
23 //
24

1 **5. DESIGNATING PROTECTED MATERIAL**

2 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

3 Each Party or Non-Party that designates information or items for protection
4 under this Order must take care to limit any such designation to specific material
5 that qualifies under the appropriate standards. The Designating Party must
6 designate for protection only those parts of material, documents, items, or oral or
7 written communications that qualify so that other portions of the material,
8 documents, items, or communications for which protection is not warranted are
9 not swept unjustifiably within the ambit of this Order.

10 Mass, indiscriminate, or routinized designations are prohibited.
11 Designations that are shown to be clearly unjustified or that have been made for
12 an improper purpose (e.g., to unnecessarily encumber the case development
13 process or to impose unnecessary expenses and burdens on other parties) may
14 expose the Designating Party to sanctions.

15 If it comes to a Designating Party's attention that information or items that
16 it designated for protection do not qualify for protection that Designating Party
17 must promptly notify all other Parties that it is withdrawing the inapplicable
18 designation.

19 / / /
20
21 / / /
22
23 / / /
24
25
26
27
28

1 5.2 Manner and Timing of Designations. Except as otherwise provided in
2 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
3 stipulated or ordered, Disclosure or Discovery Material that qualifies for
4 protection under this Order must be clearly so designated before the material is
5 disclosed or produced.

7 Designation in conformity with this Order requires:

8 (a) For information in documentary form (e.g., paper or electronic
9 documents, but excluding transcripts of depositions or other pretrial or trial
10 proceedings), that the Producing Party affix, at a minimum, the legend
11 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
12 contains protected material. If only a portion or portions of the material on a
13 page qualifies for protection, the Producing Party also must clearly identify the
14 protected portion(s) (e.g., by making appropriate markings in the margins). A
15 Party or Non-Party that makes original documents available for inspection need
16 not designate them for protection until after the inspecting Party has indicated
17 which documents it would like copied and produced. During the inspection and
18 before the designation, all of the material made available for inspection shall be
19 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
20 documents it wants copied and produced, the Producing Party must determine
21 which documents, or portions thereof, qualify for protection under this Order.
22
23
24
25
26
27
28

Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) For testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition.

(c) For information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

/ / /

1 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
3 designation of confidentiality at any time that is consistent with the Court's
4 Scheduling Order.

5 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
6 resolution process under Local Rule 37.1, et seq. Any discovery motion must
7 strictly comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.

8 6.3 Burden. The burden of persuasion in any such challenge proceeding
9 shall be on the Designating Party. Frivolous challenges, and those made for an
10 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on
11 other parties) may expose the Challenging Party to sanctions. Unless the
12 Designating Party has waived or withdrawn the confidentiality designation, all
13 parties shall continue to afford the material in question the level of protection to
14 which it is entitled under the Producing Party's designation until the Court rules
15 on the challenge.

16 // /

17 // /

18 // /

19 // /

20 // /

21 // /

22 // /

1 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is
3 disclosed or produced by another Party or by a Non-Party in connection with this
4 Action only for prosecuting, defending, or attempting to settle this Action. Such
5 Protected Material may be disclosed only to the categories of persons and under
6 the conditions described in this Order. When the Action has been terminated, a
7 Receiving Party must comply with the provisions of section 13 below (FINAL
8 DISPOSITION).

9 Protected Material must be stored and maintained by a Receiving Party at a
10 location and in a secure manner that ensures that access is limited to the persons
11 authorized under this Order.

12 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
13 otherwise ordered by the Court or permitted in writing by the Designating Party,
14 a Receiving Party may disclose any information or item designated
15 “CONFIDENTIAL” only to:

16 (a) The Receiving Party’s Outside Counsel of Record in this Action, as
17 well as employees of said Outside Counsel of Record to whom it is reasonably
18 necessary to disclose the information for this Action;

19 (b) The officers, directors, and employees (including House Counsel) of the
20 Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) The Court and its personnel;

(e) Court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) The author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

1 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**

2 **PRODUCED IN OTHER LITIGATION**

3 If a Party is served with a subpoena or a court order issued in other
4 litigation that compels disclosure of any information or items designated in this
5 Action as “CONFIDENTIAL,” that Party must:

6 (a) Promptly notify in writing the Designating Party. Such notification
7 shall include a copy of the subpoena or court order;

8 (b) Promptly notify in writing the party who caused the subpoena or order
9 to issue in the other litigation that some or all of the material covered by the
10 subpoena or order is subject to this Protective Order. Such notification shall
11 include a copy of this Stipulated Protective Order; and

12 (c) Cooperate with respect to all reasonable procedures sought to be
13 pursued by the Designating Party whose Protected Material may be affected. If
14 the Designating Party timely seeks a protective order, the Party served with the
15 subpoena or court order shall not produce any information designated in this
16 action as “CONFIDENTIAL” before a determination by the court from which the
17 subpoena or order issued, unless the Party has obtained the Designating Party’s
18 permission. The Designating Party shall bear the burden and expense of seeking
19 protection in that court of its confidential material and nothing in these
20 provisions should be construed as authorizing or encouraging a Receiving Party
21 in this Action to disobey a lawful directive from another court.

1 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
2 **PRODUCED IN THIS LITIGATION**

3 (a) The terms of this Order are applicable to information produced by a
4 Non-Party in this Action and designated as "CONFIDENTIAL." Such
5 information produced by Non-Parties in connection with this litigation is
6 protected by the remedies and relief provided by this Order. Nothing in these
7 provisions should be construed as prohibiting a Non-Party from seeking
8 additional protections.

9
10 (b) In the event that a Party is required, by a valid discovery request, to
11 produce a Non- Party's confidential information in its possession, and the Party
12 is subject to an agreement with the Non-Party not to produce the Non-Party's
13 confidential information, then the Party shall:

14 (1) Promptly notify in writing the Requesting Party and the Non-
15 Party that some or all of the information requested is subject to a
16 confidentiality agreement with a Non-Party;

17 (2) Promptly provide the Non-Party with a copy of the Stipulated
18 Protective Order in this Action, the relevant discovery request(s), and a
19 reasonably specific description of the information requested; and

20 (3) Make the information requested available for inspection by the
21 Non-Party, if requested.

22 / / /
23
24
25
26
27
28

(c) If the Non-Party fails to seek a protective order from this Court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the Court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this Court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

111

111

111

1 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
2 **PROTECTED MATERIAL**

3 When a Producing Party gives notice to Receiving Parties that certain
4 inadvertently produced material is subject to a claim of privilege or other
5 protection, the obligations of the Receiving Parties are those set forth in *Federal*
6 *Rule of Civil Procedure* 26(b)(5)(B). This provision is not intended to modify
7 whatever procedure may be established in an e-discovery order that provides for
8 production without prior privilege review. Pursuant to *Federal Rule of Evidence*
9 502(d) and (e), insofar as the parties reach an agreement on the effect of
10 disclosure of a communication or information covered by the attorney-client
11 privilege or work product protection, the parties may incorporate their agreement
12 in the stipulated protective order submitted to the Court.

13 **12. MISCELLANEOUS**

14 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
15 person to seek its modification by the Court in the future.

16 12.2 Right to Assert Other Objections. By stipulating to the entry of this
17 Protective Order, no Party waives any right it otherwise would have to object to
18 disclosing or producing any information or item on any ground not addressed in
19 this Stipulated Protective Order. Similarly, no Party waives any right to object on
20 any ground to use in evidence of any of the material covered by this Protective
21 Order.

1 12.3 Filing Protected Material. A Party that seeks to file under seal any
2 Protected Material must comply with Civil Local Rule 79-5. Protected Material
3 may only be filed under seal pursuant to a court order authorizing the sealing of
4 the specific Protected Material at issue; good cause must be shown in the request
5 to file under seal. If a Party's request to file Protected Material under seal is
6 denied by the Court, then the Receiving Party may file the information in the
7 public record unless otherwise instructed by the Court.
8

9

10 **13. FINAL DISPOSITION**

11 After the final disposition of this Action, within 60 days of a written
12 request by the Designating Party, each Receiving Party must return all Protected
13 Material to the Producing Party or destroy such material. As used in this
14 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
15 summaries, and any other format reproducing or capturing any of the Protected
16 Material. Whether the Protected Material is returned or destroyed, the Receiving
17 Party must submit a written certification to the Producing Party (and, if not the
18 same person or entity, to the Designating Party) by the 60 day deadline that (1)
19 identifies (by category, where appropriate) all the Protected Material that was
20 returned or destroyed and (2) affirms that the Receiving Party has not retained
21 any copies, abstracts, compilations, summaries or any other format reproducing
22 or capturing any of the Protected Material. Notwithstanding this provision,
23 counsel are entitled to retain an archival copy of all pleadings, motion papers,
24
25
26
27
28

1 trial, deposition, and hearing transcripts, legal memoranda, correspondence,
2 deposition and trial exhibits, expert reports, attorney work product, and
3 consultant and expert work product, even if such materials contain Protected
4 Material. Any such archival copies that contain or constitute Protected Material
5 remain subject to this Protective Order as set forth in Section 4 (DURATION).

7 **14. VIOLATIONS**

8 Any violation of this Order may be punished by any and all appropriate
9 measures including, without limitation, contempt proceedings and/or monetary
10 sanctions.

14 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

16 DATED: September 7, 2016 LAW OFFICE OF LOUIS P. DELL

17 By: /s/Louis P. Dell
18 Louis P. Dell
19 Attorney for Plaintiff,
20 CHRISTOPHER PHILLIPS

21 DATED: September 7, 2016 CARLSON & MESSER LLP

22 By: /s/J. Grace Felipe
23 Jeanne L. Zimmer
24 J. Grace Felipe
25 Attorneys for Defendant,
26 FAIR COLLECTIONS &
ENGLAND, INC.

1 DATED: September 7, 2016

SOLOMON WARD SEIDENWURM &
SMITH, LLP

2 By: /s/Thomas F. Landers, Jr.
3 Thomas F. Landers, Jr.
4 Attorney for Defendants,
5 ARCHSTONE SIMI VALLEY LLC,
6 AVALONBAY COMMUNITIES,
7 INC., KIMBALL, TIREY & ST. JOHN
8 LLP, CHRIS EVANS, ASHLEY
ROSSETTO

9 DATED: September 7, 2016

NOKES AND QUINN, APC

10 By: /s/Thomas P. Quinn, Jr.
11 Thomas P. Quinn, Jr.
12 Attorney for Defendant,
13 EQUIFAX INFORMATION
SERVICES LLC

14 DATED: September 7, 2016

KING & SPALDING, LLP.

15 By: /s/Charles Campbell, II
16 Charles Campbell II
17 Attorney for Defendant,
18 EQUIFAX INFORMATION
19 SERVICES LLC

20
21 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

22
23
24
25 DATED: September 14, 2016



26 _____
27 Paul L. Abrams
28 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of _____ **[insert formal name of the case and the number and initials assigned to it by the court]**. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in

connection with this action or any proceedings related to enforcement of this
1
2 Stipulated Protective Order.

3
4 Date: _____
5
6

7 City and State where sworn and signed: _____
8
9

10 Printed name: _____
11
12

13 Signature: _____
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SIGNATURE CERTIFICATION

Pursuant to Section 2(f)(4) of the Electronic Case Filing Administrative Policies and Procedures Manual, I hereby certify that the content of this document is acceptable to *Louis P. Dell*, counsel for Plaintiff, *Thomas F. Landers*, counsel for Defendants, Archstone Simi Valley LLC., Avalonbay Communities Inc., Kimball, Tirey & ST. John LLP, Chris Evans, Ashley Rossetto, and *Thomas P. Quinn, and Charles Campbell*, counsel for Defendant Equifax Information Services, LLC and that I have obtained each attorney's individual authorization to affix their electronic signature to this document.

CARLSON & MESSER LLP

Dated: September 7, 2016

/s/ J. Grace Felipe
J. Grace Felipe
Attorneys for Defendant,
FAIR COLLECTIONS &
OUTSOURCING OF NEW
ENGLAND, INC